

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.

(CIN NO.U40109MH2005SGC153646)

GSTIN No.:- 27AAECM2936N1Z2

Name of Office :-	Office of the Executive Engineer 400KV RS Division Khadka (MSETCL)
Office address :-	At. Post. Khadka Tal. Bhusawal, Dist : Jalgaon - 425 201
Contact No. :-	(02582) (O) 247 308 Mobile No.8888830724 (Control Room) 247 698
Email Id :-	ee5240@mahatransco.in
Web Site :-	www.mahatransco.in

Ref. No. EE/400KV/RS/Dn/KDK/BSL/T/No. 552

Date:- 07.10.2022.

1st TIME EXTENSION E-ENQUIRY

Sub: -1st TIME EXTENSION E-ENQUIRY for inviting the Quotation for Bi-Annual Maintenance contract for the work for providing crane service (14 Ton & boom length 16 M or as per the suitability of work) along with driver on per hour basis as and when required at 400kV RS Dn. Khadka-Bhusawal.

Dear Sir,

With ref. to the above subject, please quote your lowest & reasonable rates for the subjected work to The terms & conditions mentioned as below. The sealed super scribed Quotations should reach to this office on or before **19.10.2022 up to 15.00 Hrs.** The same quotations will be opened on same day, if possible.

Sr. No.	Scope of work	Unit	Quantity	Quote Rate in Rs. (Including 1% Labour Cess)
1.	Bi-Annual Maintenance contract for the work for providing crane service (14 Ton & boom length 16 M or as per the suitability of work) along with driver on per hour basis as and when required at 400kV RS Dn. Khadka-Bhusawal.	Per Hour	1	
GST 18% on quoted rates if applicable				
Grand Total Amount (Inclusive of all Taxes (18% GST and 1%Labour Cess) Rs.				Limited to 3,00,000/-

TERMS AND CONDITION:-

- 1. QUOTED RATES:-** The rates quoted by you should be valid up to the exhausting of work order value & clearly be mention about taxes. And if taxes are not mention clearly, then it will be treated as the rate quoted by you are inclusive of all taxes, as per rules & regulations in force.
- 2. SECURITY DEPOSIT:-**
The successful Contractor(s) will have to submit **Security Deposit** at the rate of **5 %** of the value of the LOI by cash /Demand Draft / Fixed Deposit / Bank Guarantee at the office of the Executive Engineer, 400kv Rs Dn. Khadka, Bhusawal within 07 days from the date of receipt of letter of intimation. The detail order will be issued only after the payment of security deposit.
 - The Demand Draft / Fixed Deposit / Bank Guarantee submitted towards the Security Deposit shall be in the name of the Executive Engineer, 400kv R.S. Dn. Khadka, Bhusawal.
 - The Bank Guarantee shall be on a Scheduled Bank / Nationalized Bank and it shall be valid entire the whole period of work.
 - If the successful Contractor fails to submit Security Deposit within the stipulated period, it will be presumed that the Contractor is not interested in execution of the contract and the work contract will be issued to other agency. The decision of E-enquiry accepting authority i.e. the Executive Engineer, 400 kV R.S. Dn. Khadka, Bhusawal shall be final and remain binding on the Contractor (s).

- d. No interest will be paid on the Security Deposit and the Security Deposit will be refunded after satisfactory execution of works.
- e. The Security Deposit will be returned to the Contractor without any interest after successful completion of the period of work and after completion of Contractor's other obligations under the Contract. And if the work will be not completed by the agency the security deposit will be forfeited by the MSETCL.

3) AGREEMENT & STAMP DUTY:-

- a. The successful Contractor has to execute an Agreement with The Executive Engineer, 400kV RS Dn. Khadka, Bhusawal within 07 days after receipt of letter of intimation; the work order will be only issued after executing the Agreement & submission of security deposit @ 5 % to this office
- b. The successful Contractor shall submit an Agreement Bond on Rs.500/- non-judicial stamp paper as per the Clause No. 34 of Mumbai Stamp Duty Act 1958. The expenses towards the stamp paper and preparation of Agreement Bond will be on the part of the contractor.

- 4) VALIDITY OF OFFER:** - The offer should be valid for a period up to the exhausting of work order value.
- 5) SUPERVISION / EXECUTION OF THE WORK:** - The work shall be under the overall supervision of the Additional Executive Engineer Substation-Maintenance unit Khadka or his representative. In case of any dispute, decision of undersigned shall be final and binding on the Contractor. The work should be carried out as per the directives of the concerned unit in charge or his representative.
- 6) PERIOD OF CONTRACT:** The period of contract is biannual from the date of final work order or till exhausting of work order value. The Period of hiring of vehicle shall be normally from the date of actually engaging the vehicle.

However In no case the program laid down should be delayed. Failing to which it shall amount to delay & liable for penalty. You will have to complete the work as per instructions from concerned incharge & you will have to take all the safety precautions for these works. And also you should take care to employ sufficient skilled manpower along with sufficient safety precautions for completion and the work well within the stipulated time period.

- 7) SUBMISSION OF BILL & PAYMENT:-** You will have to submit the original R.A.bill wise Tax invoice in triplicate including work order No., Pan No., GST No. along with Detailed work completion report to this office in the name of undersigned to this office. The same will be submitted to the concerned unit for further process. After that the concern Incharge will verify & certify the bill as per MSETCL standard procedure & submit the same to this office for effecting payment. After due audit & verification, Executive Engineer, 400 kV RS Khadka-Bhusawal, shall make necessary arrangement for effecting of the payment as per the availability of funds at 400 kV RS Khadka-BSL. However, the payment will be made as per actual measurement & as per the actual work done.

8) DOCUMENTS REQUIRED TO BE ATTACHED ALONG WITH OFFER

- i. Valid GST registration certificate if applicable otherwise Submit the Undertaking.
- ii. PAN Card copy.
- iii. Experience certificate issued by authority not below the Rank of Executive Engineer or equivalent of similar type of works as a proof of experience in any type of Government/Semi-Government / Private organization.
- iv. Receipt of quotation fee.

- 9)** The Normal working time for the crane on the required day on per hour basis. However in case of emergencies, the crane have to spared by the contractor before or after the stipulated time as per the instructions of concerned supervision engineer incharge of 400kV RS Dn. Khadka-Bhusawal.
- 10)** The contractor will be intimated 12 hrs. in advance whenever the crane is required. However in case of emergencies, no prior intimation could be given, and the contractor have to arrange the crane immediately as required by concerned supervision engineer incharge, 400kV RS Dn. Khadka-Bhusawal.
- 11)** The crane fuel (diesel/petrol) and lubricants to be borne by the crane provider. This office will not provide the same in any case.

- 12) If in case, the crane fails or stops working in the middle of the work, the contractor has to immediately provide another crane suitable for the work.
- 13) All the MSETCL rules and regulations provision of Indian Electricity acts, other Govt. rules as may be applicable from time to time will be applicable to this order & the same will be binding on you.
- 14) **CONTRACTOR'S EMPLOYEE:** - The Contractor shall employ and provide onsite only such employees who are well behaved, good habits, physically fit, experienced for execution and supervision of works. The Contractor shall provide housing accommodations to your employees. Since the work is to be carried out in live switchyard the contractor shall take all precautions while working and advice to labours not to touch any structure/ equipments etc. The contractor shall be responsible for any injury/accident to his employees during execution of works. Payments of compensations for any accidents/injuries shall be borne on you. MSETCL will not be responsible for any type of accidents or financial implication arising there from. You should ensure that your staff uses the requisite safety equipment and to take all the safety precautions. All necessary precautions are to be taken while carrying out the work. For any side effect of chemical used or any lacuna MSETCL is not responsible. The crane driver provided by the contractor should have the driving license for drive the type of Crane and should be well convergent.
- 15) **QUALITY OF WORKMANSHIP:** Bidder will be responsible for quality of workmanship.
- 16) **TOOLS & PLANTS:** - You will have to arrange all tools, plants, manpower, material, Safety equipments /T&P etc. to carry out the work successfully at your own cost. You will have to provide all safety measures to your staffs while executing the work in sub-station.
- 17) **LIQUIDATED DAMAGES/ PENALTY FOR DELAY:-**
- a) If the contractor fails to complete the works in minimum time, then the MSETCL shall levy liquidated damages for breach of contract.
 - b) If the crane service is not provided as per instructions of supervising officer or if the work is carried out by other party due to non-availability by you then the charges of other party crane will be deducted or borne by you on actual basis.
 - c) In case of frequent delay, the contract may be terminated by the competent authority as per general rules and regulations of MSETCL and the balance work shall be got completed through separate contract at his risk and cost.
- 18) **T.D.S., GST, LABOUR CESS & APPLICABLE TAXES:-** The T.D.S. at source as per prevailing rates & rules or at the rate amended from time to time in accordance with the provision of financial act, GST as per Govt. Rules of taxes as applicable, Labour Cess @1% under the Building & other construction workers welfare cess act 1996 & Applicable taxes will be deducted from your bill.
- 19) **APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:** - The Works/Materials should be carrying out as per the standard practices of MSETCL & the terms & conditions stipulated in the enquiry will also a part of the contract & will be binding on you wherever it is not specifically mentioned. MSETCL reserve the right to add more terms & conditions during the contract period if found necessary. Notwithstanding anything stated here, the Board's General Terms & conditions of contract shall also be applicable to this contract.
- 20) **CONTRACTOR'S DEFAULT:-**
- a) In case you fail to complete work fully OR partly, the security deposit will be revoked by MSETCL. And the contract will be terminated.
 - b) In case of any loss / damage to the Owner's asset /material, it will be the sole responsibility of the contractor to lodge the complaint in writing to the nearest police station under intimation to this office or to In-charge/ designated officer.
 - c) If there happens any loss of goods or damage to valuable material in the premises on account of negligence of the Staff, the cost of loss / damage shall be recovered from the contractor.
- 21) **ACCIDENT:** The safety precaution and procedures shall be followed scrupulously at site. If any fatal or non-fatal accidents occur during the course of work to your labours, the MSETCL will not be

responsible. The compensation if required to be paid will be at your cost and risk only. You will be responsible for the safety of your labours/employees and also safety of MSETCL equipments/material if any MSETCL equipment/material is damaged; you will have to make the loss good at your risk and cost otherwise same will be recovered from your bill.

- 22) **DAMAGE TO PERSONS AND PROPERTY:** -Contractor will indemnify the MSETCL against any losses and claims regarding any injuries or damage to any person, material or physically damage any property whatsoever which may arise out of or in consequence of the execution of work. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill. The right to add/alter/modify/order partly or fully at any stage or to cancel without assigning any reason thereof is reserved by the undersigned.
- 23) The undersigned reserved the rights for cancellation of any or all quotations without assigning any reason.
- 24) **TERMINATION OF CONTRACT:-** The Undersigned reserve the right to terminate /cancellation the contract at any time during the contract period by giving appropriate notice to you, in the event of the breach of contract in any respect or undue delay in execution of works/starting of the works. This order is placed upon documents submitted & facts represented by you. If it is found at any stage that, the documents submitted/facts represented by you in relation to the bid regarding eligibility criteria, rates offers etc. are untrue/fake/invalid & there is suppression of facts, misrepresentation & any sort of cartelization among the bidders to obtain the order resulting in loss to the MSETCL is at your risk, costs responsibility & subject to the legal action.
- 25) **RISK AND COST:-**If you fail to carry out the work in full OR in part, the work will be got carried out from other party & charges of other party crane will be recovered from your risk and cost. It will be treated as breach of contract & contract will be terminated and order will be cancelled by forfeiting the security deposit.
- 26) **PRECAUTION:** - All equipments, lines are in charged conditions. The contractor should take of all precautions at his own cost until handing over the site to MSETCL.
- 27) **JURISDICTION:-** All disputes or difference arising under, out of or in connection with this order, so concluded shall be subject to the exclusive jurisdiction of Bhusawal Court. In case any damage occurs during the work, the cost of such damage will be claimed with Govt. Insurance fund, Mumbai; however if our claim is rejected then you will have to make the loss good at your cost. All the MSETCL rules and regulation provisions of Indian Electricity Acts and rules; other Govt. rules as may be applicable from time to time will be applicable to this order and the same will be binding on you.
- 28) **FIRST AID BOX:-** You will have to keep & maintain the first aid box & safety measures at site for the labors.
- 29) The right to add/alter/modify/ order partly or fully at any stage or to cancel without assigning any reason thereof is reserved by the undersigned.
- 30) **Agency should have to pay Rs. 100/- against enquiry Quotation Fees by cash to this office & copy of receipt attached with quotation.**

Thanking You,

Yours Faithfully,

Sd/-

Mahesh R. Patil

Executive Engineer (Charge)

400 KV R.S. Division, MSETCL,

Bhusawal -Khadka.

Copy s.w.r.to:- The Superintending Engineer, EHV O&M Circle, Khadka Bhusawal.

- Copy to: -**
1. The Addl. Executive Engineer, Substation Maintenance Unit 400 KV R/S Khadka.
 2. The Dy. Manager (F&A) 400KV R.S. Division, Khadka -Bhusawal.
 3. MSETCL, s website on www.mahatransco.in.
 4. Notice Board.